

DEPARTMENT OF PUBLIC WORKS

FLOOD CONTROL • SOLID WASTE MGMT • SURVEYOR • TRANSPORTATION

SOLID WASTE MANAGEMENT DIVISION

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COUNTY OF SAN BERNARDINO PUBLIC AND SUPPORT SERVICES GROUP

VANA R. OLSON
Director of Public Works

PETER H. WULFMAN
Solid Waste Division Manager

December 20, 2007

SUBJECT: INSURANCE/RETAINING WALL INFORMATION UPDATE

Dear Property Owner:

This information is provided to clear up some misunderstandings regarding the cost of the County of San Bernardino's Fire Debris Removal Program to the property owner.

If you do have homeowners insurance, the County will be seeking reimbursement for the portion that is allocated for debris removal. If your insurance does not cover the entire amount of the clean up, the County will accept your insurance company's reimbursement for only the portion that is covered. For the amount that is not covered by your insurance, the County will seek reimbursement through FEMA, the State and local government funds. You will not be responsible for the remainder. There is no out-of-pocket expense to you.

If you do not have any type of homeowners insurance on your affected property, you are still eligible for full participation in the Debris Removal Program. There will be no cost to you, but you must provide verification that you have no insurance. The State Insurance Commissioners office will assist you with verification that you do not have insurance. The County will seek reimbursement through FEMA and State and then through local government funds. There is no out-of-pocket expense to you.

The County of San Bernardino Solid Waste Management Division has gotten approval for the following procedure as the method to seek reimbursement from insurance companies for debris removal. "The County's insurance recovery process will include billing homeowners for applicable program costs and follow-up collection efforts for up to 24 months following the initial program billing. The County will consider insurance proceeds as payment in full of homeowner's billed program costs when: 1) the homeowner's Additional Coverage limits for debris removal are fully exhausted or the billed amount is paid in full, whichever is less, or 2) in the absence of Additional Coverage, the County will accept up to 5% of structural coverage (known as Coverage A) proceeds or the billed amount paid in full, whichever is less."

MARK H. UFFER

County Administrative Officer

NORMAN A. KANOLD

Assistant County Administrator
Public and Support
Services Group

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INSURANCE RETAINING WALL INFORMATION UPDATE
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It is crucial that you speak with your insurance company and fully understand how they determine how much they will allocate for Debris Removal. If your insurance company is not giving you an answer that is clear, you may call the California State Insurance hotline at 1-800-927-HELP.

Additionally, out of concerns voiced by our customers regarding the issue of retaining walls has been addressed in the following manner. Where a retaining wall will remain on a property (after inspection/assessment by the County), a portion of the insurance proceeds collected by the County will be reimbursed to the property owner at \$5 per square foot of the face area of the wall. Please see enclosed agreement for more information. If you have already signed up for the program and wish to enter into this agreement it is imperative that you contact us right away so we can take care of this prior to the clean up of your property.

We are here to help you. If you have questions call **909-386-8759** or **909-386-8806**.

Sincerely,



Peter H. Wulfman
Division Manager



**County of San Bernardino Department of Public Works
Solid Waste Management Division
DISASTER DEBRIS MANAGEMENT PROGRAM**



CRITICAL FOUNDATION RETAINING WALL AGREEMENT

_____ (“Owner”) of the property identified as Assessor’s Parcel Number (APN) _____, and by street address, city, zip code as _____ hereby voluntarily enters into this Agreement with the County of San Bernardino (“County”) to leave structure foundation retaining wall(s) [“Wall”] in place, with a portion of insurance proceeds received by the County to be returned to Owner for use by Owner for later removal of said Wall. The following terms and conditions apply:

1. Right-of-Entry Permit. A fully executed and approved Right-of-Entry Permit must be on file for the property in question.
2. Assessment Regarding Removal. The County, or its authorized designee, will make the final determination as to whether a Wall shall be removed or remain in place, taking into consideration erosion control, safety and liability issues. Measurements and photo documentation will be obtained at that time and kept on file.
3. Insurance Proceeds. Owner(s) will be entitled to five dollars (\$5) per face square foot of the Wall. (Example, a Wall 5’ tall and 10’ long would be equal to 50 face square feet for a total of \$250). Owner will provide all insurance proceeds to the County as required under the executed Right-of-Entry Permit. After debris removal activities have been completed on said property, the County will reimburse Owner the agreed upon sum from the insurance proceeds received by County relative to the property to assist Owner with the cost of Owner’s later removal of the Wall. For purposes of this Agreement and this Property, a retaining wall the size of _____ x _____ will remain. Following the formula referenced above, Owner will be entitled to \$_____ reimbursement of the insurance proceeds received by the County for this property.
4. Waiver of Disposal Fees. In addition to the insurance proceeds reimbursement referenced above, Owner will be provided a waiver for the solid waste tipping fees otherwise due to dispose of the subsequent resulting Wall debris at a County Solid Waste facility.
5. Release and Hold Harmless. All release and hold harmless language contained in the executed Right-of-Entry Permit applies to this Agreement and is incorporated herein by reference.

IN WITNESS WHEREOF, Owner and County have executed this Agreement effective as of the date of the County’s signature below.



**County of San Bernardino Department of Public Works
Solid Waste Management Division
DISASTER DEBRIS MANAGEMENT PROGRAM**



PROPERTY OWNER(S)

By: _____ Date: _____
Owner Signature

Print Name

By: _____ Date: _____
Owner Signature

Print Name

By: _____ Date: _____
Owner Signature

Vana R. Olson, Director
Department of Public Works